



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 31, 2013

To: Supervisor Mark Ridley-Thomas, Chairman
Supervisor Gloria Molina
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich

From: William T Fujioka
Chief Executive Officer

A handwritten signature in black ink, appearing to be "W. T. Fujioka", is written over the printed name of the Chief Executive Officer.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO ACCEPT FUNDS FROM THE UNIVERSITY OF PENNSYLVANIA FOR A FOLLOW-UP STUDY TO THE EVALUATION, "OUTCOMES OF FOSTER YOUTH EXITING DEPENDENT CARE AND PROBATION SUPERVISION"

The Chief Executive Office (CEO) is providing notice of its intent to utilize the delegated authority granted by the Board on March 20, 2012. This authority allows the CEO to negotiate and enter into various research agreements and accept funds up to a total of \$200,000, for services of the CEO's Research and Evaluation Services unit and data from the County's Enterprise Linkages Project data warehouse.

Under this authority, the CEO will enter into a Subaward Agreement with the University of Pennsylvania (University), substantially similar to Attachment 1, to receive \$15,000 for a follow-up evaluation to the "Outcomes for Foster Youth Exiting Dependent Care and Probation Supervision" adopted on October 5, 2010. This data match will extract a de-identified cohort of youth with a joint assessment by the Departments of Children and Family Services and Probation.

As with our prior agreement with the University, several of the Board required terms are not included in the University's Agreement, such as:

- Compliance with Jury Service;
- Consideration of Hiring GAIN/GROW Program Participants;
- Contractor Responsibility and Debarment;

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

Each Supervisor
May 31, 2013
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- Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law;
- Contractor's Warranty of Adherence to County's Child Support Compliance Program, County Quality Assurance Plan;
- Nondiscrimination and Affirmative Action; and
- Warranty of Compliance with County's Defaulted Property Tax Reduction Program.

In addition, because the University is purchasing County services, the Subaward contains provisions indicating:

- Agreement is governed by the Commonwealth of Pennsylvania law;
- Indemnification covers the University;
- Agreement is subject to all terms and conditions of the Prime Award;
- County cannot perform any act in the performance of this Subaward which may prejudice the University; and
- University is granted license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material developed under this Subaward for the purpose of education and research or to the extent required to meet the University's obligations under its Prime Award.

Due to the omissions of the Board required language and the fact the agreement is governed by the laws of Pennsylvania, County Counsel is unable to approve this agreement as to form until the Board allows these requirements to be waived.

If we do not receive any objections to this follow-up project by June 14, 2013, we will move forward with obtaining County Counsel's approval as to form, and executing this agreement. If you have any questions, please contact Antonia Jiménez at (213) 974-7365, or via e-mail at ajimenez@ceo.lacounty.gov.

WTF:AJ:CDM
KMH:MH:km

Attachment

c: County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

Subaward Agreement Non-Federal Sponsor

Prime Recipient

Name: Trustees of the
University of Pennsylvania
Address: Office of Research Services
P-221 Franklin Building
3451 Walnut Street
Philadelphia, PA 19104-6205

Prime Award No. #20120047

Awarding Agency: Conrad N. Hilton Foundation

Subaward Period of Performance: 01/01/2013 - 08/15/2013

Project Title: Youth Exiters in LA: Followup Studies

Subrecipient

Name: County of Los Angeles
Address: Chief Executive Office
222 S. Hill Street
5th Floor
Los Angeles, CA 90012

Subaward No. 559158

Amount Funded This Action:

\$15,000

Terms and Conditions

1. Prime Recipient hereby awards a cost reimbursable subaward, as described above to Subrecipient. The statement of work and budget for this subaward are appended as Attachments 3. In its performance of subaward work, Subrecipient shall be an independent entity and shall not be considered in any way an employee or agent of Prime Recipient.
2. Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. (See Sample Invoice, attached). *Invoices that do not reference Prime Recipient's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.
3. A final statement of costs incurred, marked "FINAL" must be submitted to Prime Recipient's Financial Contact NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse auditing finding against Subrecipient.
4. Matter concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 2. Technical performance reports are required as identified in Attachment 1, paragraph (3).
5. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement must be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.
6. Either party may terminate this agreement within thirty days (30) written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. Prime Recipient shall pay Subrecipient for all allowable, non-cancellable obligations in the event of termination by Prime Recipient.
7. No-cost extensions require the approval of Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Financial Contact, as shown in Attachment 2, not less than thirty days prior to the desired effective date of the requested change.
8. The Subaward is subject to all terms and conditions of the Prime Award, as identified in Attachment 4 and any Special Terms and Conditions as identified in Attachment 1.
9. **INSPECTION.** Designated representatives of the Prime Recipient shall have the right to inspect and review progress of work performed pursuant to this subcontract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations or analyses used or generated under this subcontract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress or work and the Prime Recipient shall give the Subrecipient reasonable notice prior to conducting any such inspections. Inspection by the Prime Recipient shall not relieve the Subrecipient of his responsibility to fully and formally report the details of the work set forth herein.

10. **SUBCONTRACTOR.** The Subrecipient agrees that no second tier subcontract for research will be executed without prior written approval of the Prime Recipient.
11. **GENERAL.** In the conduct and completion of the research project pursuant to this subaward, the Subrecipient agrees to establish, maintain and follow policies and procedures which are consistent with and subject to the undertaking of the Prime Recipient under Prime Contract which is hereby incorporated by reference and made a part here of, and which policies and procedures are necessary to enable the Prime Recipient to fulfill its obligations and responsibilities under the said Prime Contract.
12. The Subrecipient agrees it will not perform any act in the performance of this subaward which may prejudice the Prime Recipient, or which may interfere with the Prime Recipient's undertaking and obligations under the Prime Contract.
13. **LAW.** This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
14. **HUMAN SUBJECTS.** If it is anticipated that the studies to be carried out under this subaward will involve the use of human beings as subjects of the research, prior to initiating any research involving human subjects, the Subrecipient shall:
 - a. If Subrecipient has an Institutional Review Board (IRB) established in accordance with the regulations of Public Health Service (PHS) and has an approved General Assurance on file with that agency, provide evidence to the Prime Recipient that its IRB has reviewed and approved the research involving human subjects to be performed hereunder.
 - b. If Subrecipient does not have an approved IRB, Prime Recipient, upon request, will provide the services of its IRB to perform the required review. If Subrecipient desires Prime Recipient to perform the human subjects review, it should direct its request in writing to the Assistant Director for Regulatory Affairs, 3624 Market Street, Suite 301 S., Philadelphia, PA 19104-6006. This request should include a statement that Subrecipient will accept the review and approval of the Prime Recipient's IRB, and will comply with Prime Recipient's human subject regulations set forth in its Guidelines for the Preparation of Protocols for Review. Subrecipient will also be required to execute a Single Project Assurance in accordance with PHS regulations. Copies of the Prime Recipient's Guidelines and the Single Project Assurance are available upon request.
15. **CARE OF LABORATORY ANIMALS.** If it is anticipated that the studies to be carried out under this Subaward will involve the use of animals as subjects of the research, prior to initiating any research involving animals, the Subrecipient shall:
 - a. The Subrecipient agrees that it will comply with the Public Health Service Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions (PHS Policy) and that it has an Assurance of Compliance with the PHS policy on file with the Office for Protections from Research Risks of the National Institutes of Health. The Subrecipient assures the Prime Recipient that it has established an Institutional Animal Care and Use Committee (IACUC) in accordance with the PHS Policy and that it will obtain IACUC approval prior to the use of any live, vertebrate animals in activities supported by this Agreement. Certification of IACUC approval must be provided to Prime Recipient at least annually.

Furthermore, the Subrecipient:

- a. Agrees to comply with all applicable provisions of the Animal Welfare Act and other Federal statutes and regulations relating to animals;
 - b. Shall be guided by the U.S. Government principles for the Utilization and Care of Vertebrate Animals used in Testing, Research and Training;
 - c. Acknowledges and accepts responsibility for the care and use of animals involved in activities supported by this Agreement; and
 - d. Has established and will maintain a program for activities involving animals in accordance with the Guide for the Care and Use of Laboratory Animals.
16. **INDEMNIFICATION.** Subrecipient shall defend, indemnify, and hold Prime Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable Attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents or employees. The Prime Recipient shall indemnify the Subrecipient in the same language.

17. USE OF NAME. Neither party shall use the name of the other party in any publicity or without advance written approval of the other party.

By an Authorized Official of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA:	
Signature <i>Stella R. Atkins</i>	Date <i>4/4/2013</i>
Print or Type Name Stella R. Atkins	
Title Associate Director, Subawards	

By an Authorized Official of Subrecipient:	
Signature	Date
Print or Type Name	
Title	

ATTACHMENT 1

1. SPECIAL TERMS AND CONDITIONS:

- A. Intellectual Property – The Subrecipient grants to Prime Recipient an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet Prime Recipient's obligations under the Prime Award.
- B. Data Rights – Subrecipient grants to Prime Recipient license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet Prime Recipient's obligation under its Prime Award.
- C. Sub-Recipient Monitoring
Subrecipient understands and agrees that Prime Recipient is obligated to ensure that funds administered by Prime Recipient to Subrecipient are utilized in compliance with all pertinent Government regulations as well as generally accepted auditing standards. Accordingly, from time to time, Prime Recipient may audit Subrecipient's use of funds under this Agreement, either directly or through designated external auditors. At the request of Prime Recipient, the Subrecipient shall promptly and fully produce all data, financial records and information relating to the Project to Prime Recipient and its representatives during normal business hours, and shall assist them in promptly resolving any questions and in performing audits or monitoring performance of the Project. The Subrecipient agrees to cooperate with the representatives of Prime Recipient who visit the Subrecipient. Prime Recipient's auditing activities under this section may involve requests for data, financial records and information relating to the Project by mail, phone or facsimile.

2. AUDIT

All invoices and financial reports are subject to audit by either the Awarding Agency or the Prime Recipient. The Subrecipient shall reimburse the Prime Recipient for any amounts received but subsequently disallowed as the result of any such audit.

3. REPORTING REQUIREMENTS

- A. Performance Reports as mutually agreed between Prime Recipient and Subrecipient's Principal Investigators. A Final Performance Report shall be submitted within 45 days of the end date stated in the Period of Performance or as determined by Awarding Agency.
- B. Final Property Report shall be submitted within 45 days of the end date stated in the Period of Performance or as determined by Awarding Agency.
- C. Intellectual Property/Patent Report in accordance with any Awarding Agency Intellectual Property/Patent requirements as applicable.

**Attachment 2
Subaward Agreement**

UNIVERSITY Contacts	Collaborator Contacts
Administrative Contact Name: Sheila R. Atkins Associate Director Address: University of Pennsylvania Office of Research Services P-221 Franklin Building 3451 Walnut Street Philadelphia, Pa. 19104-6205 Telephone: 215-573-6713 Fax: 215-898-9708 Email: subaward@exchange.upenn.edu	Administrative Contact Name: Carrie D. Miller Manager Address: County of Los Angeles Chief Executive Office, SIB 222 S. Hill Street, Fifth Floor Los Angeles, CA 90012 Telephone: 213-974-4129 Fax: 213-687-1138 Email: cmiller@ceo.lacounty.gov
Principal Investigator Name: Dennis P. Culhane Address: University of Pennsylvania 3701 Locust Walk Philadelphia, PA 19104 Telephone: 215-746-3245 Fax: 215-573-2099 Email: culhane@sp2.upenn.edu	Principal Investigator Name: Max Stevens Address: County of Los Angeles Chief Executive Office, SIB 222 S. Hill Street, Fifth Floor Los Angeles, CA 90012 Telephone: 213-974-5613 Fax: 213-687-1138 Email: mstevens@ceo.lacounty.gov
Financial Contact Name: Aldis Kurmis Address: University of Pennsylvania 3815 Walnut Street Philadelphia, Pennsylvania 19104 Telephone: 215-746-4695 Fax: 215-573-2791 Email: akurmis@sp2.upenn.edu	Financial Contact Name: Elyson Raudéz Acting Manager, Budget and Fiscal Address: County of Los Angeles Chief Executive Office 796 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 Telephone: 213-974-1176 Fax: 213-633-4666 Email: eraudez@ceo.lacounty.gov
Authorized Official Name: Sheila R. Atkins Associate Director Address: University of Pennsylvania Office of Research Services P-221 Franklin Building 3451 Walnut Street Philadelphia, Pennsylvania 19104-6205 Telephone: 215-573-6713 Fax: 215-898-9708 Email: subaward@exchange.upenn.edu	Authorized Official Name: William T Fujioka Chief Executive Officer Address: County of Los Angeles Chief Executive Office 713 Kenneth Hahn Hall Of Administration 500 West Temple Street Los Angeles, CA 90012 Telephone: 213-974-1101 Fax: 213-687-7130 Email: bfujioka@ceo.lacounty.gov

ATTACHMENT #3

Statement of Work and Budget

Follow-up Study Based on the Evaluation of Outcomes for Los Angeles
County Youths and Young Adults Exiting Foster Care and Probation
Supervision

Purpose:

Disaggregate the results from the report on the Outcomes for Young Adults Exiting Foster care supervision by breaking out the 241.1 population from other youth. The original de-identified study population did not include a variable to identify the 241.1 Crossover population.

Methodology:

CEO/SIB/RES with the assistance of DCFS will conduct a data match of the DCFS youth exiter included in the youth exiters report to identify the 241.1 cross-over youth. The original de-identified dataset used in the report will now include a variable to identify the 241.1 cases. All data will remain de-identified.

The deliverable for this statement of work is as follows:

Budget and Schedule of Deliverables

Deliverable	Due Date	Cost
Records of youth who exited dependent care from DCFS. CEO/SIB/RES will add a new variable to the de-identified records of youth (ages 16 & older) who exited the county's foster care system to identify all the 241.1 cases included in the original study cohort.	May 6, 2013	\$15,000
Total		\$15,000

Budget

Name/Item

Salaries \$9,228

Benefits (47.56%)	\$4,388
Overhead (15%)	\$1,384
TOTAL	\$15,000

ATTACHMENT
#4

NOTICE OF AWARD (NOA)

Conrad N. Hilton
FOUNDATION

May 23, 2012

Ms. Leona Joseph
Associate Director
University of Pennsylvania
Office of Research Services
3451 Walnut Street, Room P-221
Philadelphia, PA 19104

Re: Grant 20120047

Dear Ms. Joseph:

It is our pleasure to inform you that the Conrad N. Hilton Foundation has approved a grant in the amount of \$65,000 payable to Trustees of the University of Pennsylvania (EIN 23-1352685). A check in the full amount is enclosed.

By depositing this check you agree to the following terms and conditions:

Purpose of Grant: These funds are designated to support a study of the patterns of youth who migrate to Los Angeles County to utilize public services after they are no longer eligible for services in their original location. No substantial changes will be made without the prior written approval of the Foundation. This grant may be subject to audit at the Foundation's expense.

Compliance: A brief report illustrating when, where, and how the funds were used is due on June 1, 2013; please email the report to GMDepartment@HiltonFoundation.org.

Tax Status: You warrant that you are tax exempt under Section 501(c)(3) of the Internal Revenue Code and are not a private foundation as described in Section 509(a). Any change in this status shall be communicated to the Foundation immediately.

Non-Permitted Uses: You warrant that none of these funds will be used to influence legislation unless permitted by law.

Anti-Terrorism and Re-Granting: You agree that these funds will be used in compliance with all applicable anti-terrorism financing and asset control laws and regulations and that none of these funds will be used to support or promote violence, terrorist activity or related training, or money laundering. Re-granting is not permitted.

We are pleased to support your organization and wish you continued success.

Sincerely,


Edmund J. Cain
Vice President - Grant Programs

EJC:ec-lm

Enclosure

ATTACHMENT #4 (NOA - NCE extension)

From: Aldis Kurmis
To: Joseph, Leona C.
Subject: 559158 FW: No cost extension
Date: Monday, April 01, 2013 1:43:18 PM

Hello Leona,

Dennis received a NCE on his Hilton grant 559158 until August 15, 2013. See below.

Thank you,

Aldis Kurmis
Grants Manager
School of Social Policy & Practice
University of Pennsylvania
3815 Walnut Street
Philadelphia, PA 19104

Phone: (215) 746-4695
Fax: (215) 573-2791
Email: akurmis@sp2.upenn.edu

From: Jeannine Balfour <Jeannine@HiltonFoundation.org>
Date: Mon, 1 Apr 2013 09:53:52 -0700
To: Dennis Culhane <culhane@sp2.upenn.edu>
Cc: TC Still <burnett@sp2.upenn.edu>, Emily Skehan <emily@hiltonfoundation.org>
Subject: Re: No cost extension

Hello Dennis,

Happy Spring to you!

The no cost extension is not a problem on our end. Thanks for letting us know.

Hope all is well!

Jeannine

On Mon, Apr 1, 2013 at 8:35 AM, Dennis Culhane <culhane@sp2.upenn.edu> wrote:
Jeannine,

I hope this note finds you well. We're having our first real taste of spring here, so everyone is a little happier.

I am writing to see if you would permit us to have a no-cost extension for 90 days. We are making progress on the papers, but Steve has indicated that he will not be able to wrap up the two he is doing until July. Right now, our grant with you runs until May 15. If we could have until August 15, that should give us plenty of time to finish everything and get feedback from the County and stakeholders.

For this end, all I would need is a positive reply to this email, and our business office will be fine. If you would need anything on your end, please let me know.

Thanks,
Dennis

Dennis Culhane
3701 Locust Walk C19
SP2 Caster Building
University of Pennsylvania
Philadelphia, PA 19104-6214
Phone: [215-746-3245](tel:215-746-3245)
Selected works: http://works.bepress.com/dennis_culhane/

Jeannine Balfour

Senior Program Officer

Conrad N. Hilton Foundation

30440 Agoura Road

Agoura Hills, CA 91301

P: (818) 851-3700 / F: (818) 851-3791

hiltonfoundation.org

note change in contact information

ATTACHMENT 5
Sample Invoice

Subcontractor Name
Address

Invoice #:
University of Pennsylvania Fund #:
Grant Period:
Reporting Period:
University of Pennsylvania Subcontract
#:
Subcontractor's Organizational ID #:
University of Pennsylvania Purchas
Order #:

Total Amount of Award \$0.00

Total Amount Received to Date \$0.00

EXPENDITURES	CURRENT Subcontractor	CUMULATIVE Subcontractor	CURRENT Cost Sharing*	CUMULATIVE Cost Sharing*
Salaries & Wages	0.00	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00
Other Services	0.00	0.00	0.00	0.00
MTDC	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00
Other Expenses	0.00	0.00	0.00	0.00
TOTAL DIRECT EXPENDITURES	0.00	0.00	0.00	0.00
Facilities and Administrative Cost % = _____ of MTDC	0.00	0.00	0.00	0.00
TOTAL COSTS	0.00	0.00	0.00	0.00
Less previously Invoiced		0.00		
PAYMENT REQUESTED THIS REPORT		0.00		

*NOTE: Cost Sharing information must be provided if cost sharing is required per the subcontract documents.

"I hereby certify, to the best of my knowledge and belief, that the above properly summarizes the grant expenditures and are supported by adequate documentation."

Authorized Institutional Fiscal Official

Date

Invoices to:
University of Pennsylvania
MAILING ADDRESS